

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Ruder Finn, Inc. 301 East 57th Street, NY, NY 10022		2. Registration No. 05120
3. Name of foreign principal Banco do Nordeste do Brasil S.A.	4. Principal address of foreign principal Praca Murillo Borges, 1 Caixa Postal 628 60035-210 Fortaleza-Ceara BRASIL	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

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7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Development bank in Brasil.


b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Bank of the Northeast of Brasil

Date of Exhibit A February 10, 1997	Name and Title Anne F. Glauber, SVP	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Ruder Finn	Banco do Nordeste do Brasil S.A.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Developing a communications audit and communications plan to increase understanding of the Northeast of Brasil as an investment for the US and European businesses.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Conducted interviews; drafted a plan.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
February 10, 1997	Anne F. Glauber, SVP	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

EPSInstituto de Estudos e
Pesquisas Sociais IEPS

O Instituto de Estudos e Pesquisas Sociais (IEPS), Sociedade Civil sem fins lucrativos, inscrito no Cadastro Geral de Contribuintes do Ministério da Fazenda sob o nº 00977419/000106, daqui por diante denominado IEPS, neste ato representado por seu Diretor Executivo, Professor Manoel Messias de Sousa, com sede na cidade de Fortaleza, Estado do Ceará - Brasil, a avenida Parajana, 1700, Campus do Itaperi e a Ruder-Finn Stoga LLC, com sede em New York à 461, Fifth Avenue ny 10017, doravante denominada R-F-S, neste ato representa por Mr. Alan J. Stoga - presidente, justam a presente carta-contrato mediante as cláusulas e condições seguintes:

CLAUSULA PRIMEIRA.

O IEPS, por este Instrumento, contrata a RUDER-FINN-STOGA LLC, para fornecer o serviço de consultoria em comunicação para o BNB, visando promover junto a investidores internacionais as oportunidades de investimento no Nordeste Brasileiro, especialmente nos setores de turismo, agroindustrial, geração de energia elétrica, transportes. De princípio, o pessoal da R-F-S manterá encontros de trabalho com os dirigentes do BNB, governadores e secretários de estado, além de empresários privados nos estados do maranhão, Ceará, Rio Grande do Norte, Pernambuco e Bahia, no levantamento das dificuldades de comunicação e de conhecimento externo do BNB e da Região em seu relacionamento com os referidos investidores. Com base nas informações coletadas, a R-F-S desenvolverá um estudo dos perfis das oportunidades de investimento regionais e dos investidores potenciais que o BNB poderá atrair para a Região, ao mesmo tempo em que proporá uma estratégia abrangente e detalhada de comunicação para o BNB voltada especialmente para esse público, a ser entregue até o dia 07 de janeiro de 1997, salvo se as partes se puserem de acordo a respeito de uma outra data.

CLAUSULA SEGUNDA.

Pela realização dos serviços a serem prestados pela R-F-S, o IEPS concorda em pagar a importância equivalente a US\$ 50.000,00 (cinquenta mil dólares) (converter para reais pelo câmbio do dia do pagamento) livres de impostos e tributos. O primeiro pagamento equivalente a US\$ 25.000,00 (vinte e cinco mil dólares) será feito por ocasião da contratação. O segundo pagamento equivalente a US\$ 25.000,00 (vinte e cinco mil dólares) será pago no dia 18/12/96. Todos os pagamentos serão feitos em reais, pela cotação do dia do pagamento.

CLAUSULA TERCEIRA.

O BNB deve pagar ou reembolsar a R-F-S as despesas incorridas durante a vigência deste contrato relativas a viagens aéreas e terrestres, hotel, telefone, fax e fotocópias. As despesas deverão ser pagas ao final de cada mês.

CLAUSULA QUARTA.

O contrato tem início em 18 de novembro de 1996 e terminará em 7 de janeiro de 1997. A R-F-S e o IEPS reservam-se o direito de rescindir o contrato a qualquer tempo, mediante comunicação prévia por escrito de 15 dias.

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RUDER•FINN
STOGA

November 7, 1996

Dr. Osmundo Reboucas
Director
Banco do Nordeste do Brasil, S.A.
Area de Planejamento e Administraço
Praça Murillo Borges, n. 01
Fortaleza CE 60035-210
Brazil

Dear Osmundo:

Attached, as promised, is our standard engagement letter which covers the first phase of our agreement. Please let me know if this is acceptable.

I look forward to working with you and to seeing you November 18.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alan".

Alan Stoga

AS/cg



RUDER•FINN
STOGA

November 7, 1996

Dr. Byron Costa de Queiroz
Presidente
Banco do Nordeste do Brasil S.A.
Praça Murillo Borges, n. 01
Caixa Postal, 628-CEP
60035-210 Fortaleza (CE)
Brazil

Dear Byron:

This letter confirms the agreement (the "Agreement") between Ruder•Finn•Stoga, L.L.C. ("R•F•S") and Banco do Nordeste do Brasil, S.A., ("BNB") as follows:

1. BNB hereby engages R•F•S to provide communications counsel to BNB and its designees. During the initial period of this engagement, R•F•S will consult with BNB management on defining the communications challenges facing BNB particularly in its efforts to promote international investment in the Northeast, will develop a profile of the types of investors and investments BNB would like to attract, and will propose a detailed communications strategy for BNB to be delivered no later than January 7, 1997, unless the parties decide otherwise. Additionally, the following conditions shall prevail while R•F•S provides the above mentioned counseling:
 - (a) R•F•S shall be deemed to be and shall be an independent contractor and as such, shall not be entitled to any benefits applicable to the employees of BNB. This Agreement does not create any actual or apparent agency, partnership, joint-venture or relation of employee and employer between R•F•S and BNB.
 - (b) R•F•S does not have authority or power to contract on behalf of BNB without BNB's prior written consent.
2. As compensation for the services to be provided by R•F•S, BNB agrees to pay a retainer (the "Retainer") of US\$50,000 net of withholding taxes, in two phases. The first payment of US\$25,000, is due upon signing this agreement. The second payment

of US\$25,000 is due thirty (30) days later. All payments shall be made in United States dollars.

3. BNB shall pay or reimburse to R•F•S all reasonable out-of-pocket expenses ("Expenses") incurred during the term ("Term") of this Agreement by R•F•S in conjunction with the services provided hereunder, including but not limited to, air and ground travel, hotel, telephone, fax, and copying expenses. Expenses shall be billed at the end of each month.
4. The Term shall commence on November 15, 1996 and shall end on January 7, 1997. R•F•S and BNB each reserves the right to terminate this Agreement at any time by providing a fifteen (15) day prior written notice. While it is the expectation of both R•F•S and BNB that the Term shall be extended, neither party is so obligated.
5. Neither R•F•S nor any of its members, officers, controlling persons, employees, agents or affiliates, or any members or alternate members of its management committee shall have any liability to BNB with respect to, or arising out of, any of the services provided by R•F•S hereunder, other than as a result of the willful misconduct or negligence of R•F•S. BNB hereby agrees to indemnify and hold harmless R•F•S and all of its members, officers, controlling persons, employees, agents, affiliates, and each member or alternate member of its management committee (each an "Indemnified Party") against any and all losses, claims, damages, liabilities and expenses (including attorney fees and expenses reasonably incurred in connection therewith and amounts paid in settlement of any claim, subject to the fact that such settlement must be consulted with BNB), which any Indemnified Party may incur or become subject to arising out of, or based upon, services rendered pursuant to this agreement, except to the extent that such losses, claims, damages, liabilities and/or expenses result from R•F•S or any indemnified Party's willful misconduct or negligence. R•F•S agrees to furnish prompt written notice to BNB of any claim, suit or proceeding which might entitle an Indemnified Party to indemnification hereunder and shall be entitled to participate fully and through its own counsel in the defense thereof, provided that the failure of R•F•S to provide such notice shall not affect the rights of any Indemnified Party hereunder.
6. R•F•S hereby agrees, on behalf of each of their officers, directors, employees and agents, that all information provided by BNB is proprietary to BNB and consequently, R•F•S hereby agrees to maintain the confidentiality of all information, reports, studies, oral advice, or other documents or information (the "Information") provided

hereunder; and to refrain from communicating or disclosing to any unauthorized person or using for his own benefit or business any of the Information. Further, upon the expiration or termination of this Agreement, if requested by BNB, R•F•S shall return all written information to BNB.

Notwithstanding anything to the contrary set forth herein, the confidentiality obligations referred to in this Paragraph 6 shall not apply to:

- (a) information publicly known through no wrongful act of either party hereto, or
 - (b) information required to be disclosed by applicable laws, regulation or judicial or regulatory process, provided that advance written notice of any required announcement or disclosure is given to the other party.
7. Notwithstanding anything to the contrary set forth in this Agreement, R•F•S shall be under no obligation to provide any service to BNB if such service would violate any applicable law or governmental rule, regulation or order.
8. The provisions of paragraphs 2,3,5,6 and this paragraph 8, shall survive the termination of this Agreement.
9. All notices hereunder shall be delivered as follows:
- (a) if to R•F•S, to:
Ruder•Finn•Stoga, LLC
461 Fifth Avenue
New York, New York 10017
Attention: Mr. Alan J. Stoga
President
 - (b) if to Banco do Nordeste, to:
Banco do Nordeste do Brasil, S.A.
Praça Murillo Borges, n.01
Caixa Postal, 628-CEP
60035-210 Fortaleza (CE)
Brazil
Attention: Mr. Byron Costa de Queiroz
President

10. R•F•S shall not assign this Agreement or any part thereof without BNB's prior written consent, and any assignment without such consent shall be deemed null and void.
11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties agree that any legal proceeding relating to this Agreement must be instituted in the State or Federal Court in the City of New York, State of New York.

If the foregoing correctly sets forth the agreement between Banco do Nordeste and R•F•S, please sign below and return one copy of this document to me.

RUDER•FINN•STOGA, L.L.C.

BY: Alan J. Stoga

Alan J. Stoga
President

AGREED AND ACCEPTED:

Banco do Nordeste do Brasil, S.A.

BY: _____

DATE: _____